mon carrier and a passenger may make a binding contract with respect to the value of the baggage shipped, which will limit the amount of recovery in case of loss. However, the passenger must not be denied the right to demand a higher valuation, not exceeding the real value of the goods, upon the payment of reasonable compensation. *Hart* v. *Penn. R. R. Co.*, 112 U. S. 717; *Ullman* v. *Chicago etc. Ry. Co.*, 112 Wis. 150. According to the weight of authority, even when the loss of baggage is due to the railroad company's negligence, the recovery by P is limited to the stipulated amount, since the risk which the carrier assumed, was based upon the amount fixed as the value, and the owner is estopped to deny a contract which was beneficial to him when made. *Hart* v. *Penn. R. R. Co.*, 112 U. S. 717; *Hill* v. *Boston etc. R. R. Co.*, 144 Mass. 284; *Alair* v. *Northern Pacific R. R. Co.*, 53 Minn. 160; *Ballou* v. *Earle*, 17 R. I. 441; *Johnstone* v. *Richmond etc. R. R. Co.*, 39 S. C. 55; *R. R. Co.* v. *Sowell*, 90 Tenn. 17; *Donlin* v. *Southern Pacific Ry. Co.*, 151 Cal. 763; *Rose* v. *Northern Pac. Ry. Co.*, 35 Mont. 70; *Zouchs* v. *C. & O. Ry. Co.*, 36 W. Va., 524; *Chicago etc. R. R. Co.* v. *Chapman*, 133 Ill. 96. The minority view of holding the carrier liable for the full value of the goods is based mainly upon the ground that it is contrary to public policy to permit anyone to obtain a release from the result of his own negligence, partial and indirect though it may be by limiting the recovery in amount. *Everett* v. *R. R. Co.*, 138 N. C. 68; *U. S. Express Co.* v. *Backman*, 28 O. St. 144; *Broadwood* v. *Southern Express Co.*, 148 Ala. 17; *Southern Express Co.* v. *Rothenberg*, 87 Miss 656; *Fort Worth etc. Ry.* v. *Greathouse*, 82 Tex. 104; *McCune* v. *Burlington etc. R. R. Co.*, 52 Iowa 600. In the principal case, LAUGHLIN and SCOTT, JJ., in their dissenting opinion concede the legal right of the railroad company to limit, even in the case of negligence the amount of recovery by a mutual valuation agreement fairly and honestly made, but hold that the agreement printed on the ticket in controversy, to-wit, "the company's liability for baggage belonging to each passenger shall not exceed fifty dollars," is not a valuation agreement but an arbitrary attempt on the part of the railroad company to limit its liability which is contrary to public policy when the loss is caused by D's negligence.

CHARITIES—TESTAMENTARY TRUSTS—GIFT FOR MASSES.—The testator made the following bequest: "I give, devise and bequeath all the rest of my property for masses for the repose of my father's and mother's and sister's and brother's and my own soul. The masses will be said according to the direction of Thomas J. Fenlon and J. P. Watt, and I hereby appoint them to direct where and when to say said masses." Proceedings were brought for the construction of the will. *Held*, (TIMLIN, J., dissenting) that this testamentary gift is a valid public charity. *In re Cavanaugh's Estate* (1910), — Wis. —, 126 N. W. 672.

It is well settled that the advancement of religion is an object of charity. *In re Darling* [1896], 1 Ch. 50; *Alden* v. *St. Peter's Parish*, 158 Ill. 631, 30 L. R. A. 232, 42 N. E. 392. A bequest for masses, however, is held to be a superstitious use and void in England. *In re Bluntell's Trust*, 30 Beav. 360. In the United States the doctrine of superstitious uses does not obtain;

Harrison v. *Brophy,* 59 Kan. 1, 51 Pac. 883, 40 L. R. A. 721; *Hoeffer* v. *Clogan,* 171 Ill. 462, 40 L. R. A. 730, 63 Am. St. Rep. 241, yet our courts are in conflict on the question presented by the principal case. One line of authorities holds with the Wisconsin court that a gift for masses for the repose of the souls of certain specified persons is a public charity because the ceremony is public and all mankind receive a benefit. *Ex Parte Schouler,* 134 Mass. 426; *Hoeffer* v. *Clogan,* supra; *Webster* v .*Sughrow,* 68 N. H. 380, 45 Atl. 139, 48 L. R. A. 100; *Coleman* v. *O'Leary's Exr.,* 114 Ky. 388, 70 S. W. 1068. Other courts hold that such a bequest is not a public charity and is invalid for want of definite beneficiaries. *Holland* v. *Alcock,* 108 N. Y. 312, 16 N. E. 305, 2 Am. St. Rep. 420; *Festorazzi* v. *St. Joseph's,* 104 Ala. 327, 18 South. 394, 53 Am. St. Rep. 48, 25 L. R. A. 360. Iowa has decided that a bequest for the saying of masses for the repose of the soul of the donor is not a public charity but a private trust and valid as such, *Moran* v. *Moran,* 104 Ia. 216, 73 N. W. 617, 39 L. R. A. 204, 65 Am. St. Rep. 443. If the bequest is made direct to the priest some of the authorities say that it is neither a public charity nor a private trust but a simple gift. *Harrison* v. *Brophy,* supra; *Sherman* v. *Baker,* 20 R. I. 446, 40 Atl. 11, 40 L. R. A. 717. The dissenting opinion in the principal case, holding the bequest invalid is based upon the ground of the inability of the state to enforce the trust, owing to the constitutional provision of that state forbidding the control or interference with any religious establishment or mode of worship.

CONSTITUTIONAL LAW—RELIGIOUS LIBERTY—RELIGIOUS EXERCISES IN SCHOOLS—BIBLE.—Relators, residents of and taxpayers in the school district, filed a petition for a writ of mandamus to require the school authorities to cause to be discontinued as exercises in the public schools the reading of the Bible, the singing of hymns, and the repeating of the Lord's Prayer. *Held,* (HAND and CARTWRIGHT dissenting), such exercises are violative of Const. Art. 2, § 3, guaranteeing the free exercise and enjoyment of religious profession and worship without discrimination; and are violative of Const. Art. 8, § 3, prohibiting the appropriation of any public fund in aid of any sectarian purpose. *People ex rel. Ring et al.* v. *Board of Education of Dist. 24* (1910), — Ill. —, 92 N. E. 251.

The principle announced in this case is perhaps more sweeping than in any case yet reported. It holds squarely that the Bible is a sectarian book, that singing of hymns and repeating the Lord's Prayer are religious worship, and that the only way to prevent sectarian instruction in the public schools is altogether to exclude religious instruction by means of reading the Bible or otherwise. Wisconsin and Nebraska hold with the principal case, except that each excludes only portions of the Bible as sectarian. *State* v *School District,* 76 Wis. 177; *State* v. *Scheve,* 65 Neb. 853. And in line with these is *O'Connor* v. *Hendrick,* 184 N. Y. 421. There are many cases opposed to the principal case, though varying greatly according to the facts of the cases and the particular wording of the respective state constitutions. In Ohio whether or not the Bible is excluded depends upon the ruling of the local school board. *Board of Education of Cincinnati* v. *Minor,* 23 Ohio St. 211.